



STATE OF TENNESSEE
Department of Education

REQUEST FOR PROPOSALS # 33101-2200933101FA1 AMENDMENT # 2 FOR TN ALL CORPS High School Online Tutoring

DATE: February 8, 2022

RFP # 33101-2200933101FA1 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (Central Time Zone)	DATE
1. RFP Issued		January 10, 2022
2. Disability Accommodation Request Deadline	2:00 p.m.	January 13, 2022
3. Pre-response Conference	11:00 a.m.	January 18, 2022
4. Notice of Intent to Respond Deadline	2:00 p.m.	January 19, 2022
5. Written "Questions & Comments" Deadline	2:00 p.m.	January 24, 2022
6. State Response to Written "Questions & Comments"		February 8, 2022
7. Response Deadline	2:00 p.m.	February 17, 2022
8. State Completion of Technical Response Evaluations		February 28, 2022
9. State Opening & Scoring of Cost Proposals	9:00 a.m.	March 1, 2022
10. Negotiations (Optional)		March 1 – March 7, 2022
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 8, 2022
12. End of Open File Period		March 15, 2022
13. State sends contract to Contractor for signature		March 16, 2022
14. Contractor Signature Deadline	2:00 p.m.	March 18, 2022

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

Number	RFP/ITB Section	Question/Comment	Answer
1		<p>Paragraphs 3.3.1 and 3.3.3 seem to limit the provision of services outside of the Scope of Service for grades 7-12. However, paragraph 3.6 seems to allow for the provision of Additional services e.g. grades K-6.</p> <p>Would we be allowed to respond for "ALL" grade levels or must we limit the initial response to grades 7-12?</p>	This contract is for grades 9-12 students. It does not allow for K-6 tutoring services.
2		Are Respondents able to submit "alternate proposals" for service solely for grades level K-6?	No. Per RFP Section 3.3 and RFP Attachment 6.2 Section A, "A Respondent must NOT submit alternate responses."
3		Conversely, will the State consider issuing a separate RFP for math and writing for grades K-6 for learning support?	The design and intent of this RFP is the opportunity to provide tutoring for students in grades 9-12 and support academic content standards grade 7-12.
4		Our company is based in the United States and employs tutors from outside of the country. Will the state accept background checks from the tutor's country of origin (including their national, police, and local clearances) if the check is proven to be as in-depth as the state's background check?	Please see section A.5 of the Pro Forma Contract regarding background check requirements: "The background check must comply with requirements identical to those in T.C.A 49-5-413."
5		Approximately, how many students will participate in online tutoring?	Up to 206,765 students will participate in online tutoring.

6		On RFP page 1, the tutoring service is required to integrate into the statewide reporting platform. Could TDOE clarify what reporting platform is currently used?	The state has a custom reporting platform currently in use; that will transition to a EdFi based reporting platform. For any integration/data submission, the state will provide file formats or endpoints for the data submissions needed.
7		Will all tutoring be on-demand, or will some students receive regularly schedule high dosage (HDT) on a 2+ session per week cadence?	High school students should be able to access both a scheduled cadence as well as an on-demand option.
8		Is what happens during sessions intended to be curriculum-based tutoring or homework assistance?	A high school student can bring a lesson they are struggling with, or they can bring a lesson and point out areas they did not understand, but the tutoring can also be conceptual support and fundamental skill building if that is what a student needs.
9		Can tutoring be one-on-one, in small groups, or both?	For this RFP, tutoring is designed to be one-on-one not in small groups.
10		What content or curriculum will students and tutors use for tutoring that takes place over the summer?	The district adopted curriculum materials should always be the foundation for tutoring sessions.
11		How will this program be rolled out to students? Through LEAs or directly to students?	LEAs will manage the student and family roll out, but may request support materials from the tutor provider.
12		What proportion of tutoring do you expect to take place over summer vs. the school year?	The majority of tutoring will take place during the school year, as during the school year is when students request the most support. However, summer options must be available to students.
13		How many students would you expect to receive tutoring across the program?	Up to 206,765 students will participate in online tutoring.
14		Which age groups are you prioritizing?	This procurement is intended for and prioritizes students in grades 9-12.

15	Attachment 6.2 Section B.16	We have an exiting contract with the Tennessee Board of Regents that was established in 2019 (for five years) via a competitive RFP and makes pricing available to state agencies. To more quickly address the urgent need of your students, can you piggyback off of that contract and cancel this RFP?	No.
16	Cost Proposal	Tutoring service subscription as described in A.4.(b-e)": If sessions are of different length, do we average cost on that line? For examples, a calculus session might last 45 minutes but an algebra session might last 20 minutes. So that you can fairly and accurately compare per-session prices between competing vendors, should we state a per-session rate for short vs long sessions, identify a cost based on the average, or use a 30-minute standard session length? Also, how were 3,600,000 sessions' estimate arrived at?	Applicants should include a per-session rate as well as detail any fluctuations to that rate. Applicants should determine the standard length of a session and include that information in the narrative. The 3,600,000 is the number of anticipated total minutes of tutoring.
17	FA A.4.b	How many students are in the participating high schools and/or expected to participate in tutoring? Of those students, how many are estimated to use online tutoring? Will any number of students be required to use online tutoring, and	Up to 206,765 students will participate in online tutoring. Students will use tutoring as needed. Students will not be required to use online tutoring.

		if so, what will be the circumstance(s)?	
18	Attachment 6.2 Section B.1	We do not have "completed projects" as our partnerships are ongoing. Should we provide 5 total current references?	RFP Attachment 6.2 Section B.17 states there need to be at least three references from different individuals that satisfy both requirements: 1. Two (2) accounts Respondent currently services that are similar in size to the State; 2. and three (3) completed projects. References should be from a contract similar in size and scope to the services sought by the State through the RFP.
19		Where may we obtain Attachments B and C?	Attachment B - Acceptable Use Policy can be found on the CPO Website under the notice for this RFP, RFP Attachment B. Attachment C will be entered based on the successful Respondent's Diversity response.
20		May we have editable copies of the Technical Response table and Cost Proposal form, please?	No.
21		Would you prefer that the online tutoring service integrate with one of your current student systems, such as Clever or Canvas?	That is not necessarily required. Each district uses a different system. There is not a statewide system for students, so any online system would need to be standalone.
22		What is the anticipated or desired start date for services to be available to students?	The contractor would begin work upon effective date of the contract with anticipated start date for service avail to students would be within one month of the contract effective date.
23		Provide clear narrative and examples from previous work that show expertise in the following: supporting content specific tutoring implementation, technical platform support, and that is inclusive of State audience, district, school, and tutor audience. Please clarify. Is this request about	This is about content relative to tutoring sessions.

		supporting content describing implementation, or content relative to tutoring subjects?	
24		<p>Is the request for examples of previous work that included presentations/communications to state, district, school, and tutor audiences?</p> <p>C.7. Provide a 1–2-page communications plan that identifies how families, teacher and district will be notified on student tutoring session and on student progress during session.</p>	<p>This is requesting the applicant to draft a communications plan to meet those specifics. The applicant may draw from previous work in order to create this draft plan.</p>
25		<p>Please provide clarity. Is this a request that families, teachers, and district teams are notified when a tutoring session begins? Is it asking how and what will be shared? As well as student progress during sessions?</p>	<p>The request is that families, teachers, and district teams will be able to access reports about student progress as well as when and how this will be shared.</p>
26		<p>In the Cost Proposal & Scoring Guide, the line item “Tutoring Service subscription as described in A.4.(b-e) has an Evaluation Factor of 3,600,000 and a unit of “/ session”. Does this mean that the vendor is expected to run 3,600,000 unique tutoring sessions, and if not, what does the 3,600,000 number refer to?</p>	<p>The 3,600,000 refers to the approximate number of minutes the vendor would be expected to run tutoring. The vendor should submit a proposal of session cost and number of minutes for review.</p>

27		Is there a minimum or a maximum number of tutoring hours that is required, or should the vendor propose these numbers?	The vendor should propose the maximum number of tutoring hours.
28		Is there a minimum number of students that should receive tutoring services?	Up to 206,765 students will participate in online tutoring.
29		Is it correct that the vendor's pricing in the Cost Proposal should be reflective of the full 54-month possibility of the project, inclusive of all possible renewals?	The pricing in the cost proposal must reflect 30-month contract terms. There is no additional funding associated with the renewals.
30		On-Page 2 the RFP states "the estimated maximum liability is \$15,000,000 for the initial 30-month contract term with two renewals". Does this mean that \$15,000,000 is the estimated maximum liability for 54 months of the services described? Is this \$15,000,000 per year or for the lifetime of the partnership (including renewals?)	The pricing in the cost proposal must reflect 30-month contract terms. There is no additional funding associated with the renewals.
31		In the Cost Proposal & Scoring Guide the line items "District Technical Support as described in A.6" and "Communication plan as described in A.4.f have an Evaluation Factor of "3" and a unit of "/ year". Why does this portion request us to price for 3 years (36 months), whereas the first and fifth line items ("Tutoring Scheduling Tool as described in	The contract is set for 3 years. Proposals will be evaluated on a 3-year cost proposal.

		A.4.a” and “Usage Reporting as described in A.7” respectively) request pricing for 54 months?	
32		<p>In section A.4.a the RFP states that “Through the on-demand and scheduling tool, students shall be able to access a qualified Tutor, as defined in Section A.5., 24 hours per day, seven (7) days per week year-round”, and in section A.4.b it states that “The availability of on-demand Tutoring sessions shall be tailored to the requested need of grade 9-12 students who attend a TN All Corps district. All TN All Corps districts shall receive access for all students they serve in grades 9 through 12. Each student shall have a login to a secure, digital platform that allows students to make on-demand or scheduled Tutoring requests.” Does this mean that any number of students must be able to make an on-demand Tutoring session at any time? Or does this mean that students must be able to schedule a tutoring session at any time 24 hours per day, seven days a week, and may reasonably make an on-demand tutoring</p>	<p>Students should have the ability to both schedule sessions in advance as well as to request on-demand tutoring. Students must be able to be tutored by a live person.</p>

		<p>session when possible?</p> <p>Can some of the overnight sessions be accomplished through electronic bots rather than a live person?</p>	
33		How important does the state value certify teachers?	Teachers do not need to be licensed educators in order to be tutors. However, the vendor must have a detailed training and certification plan that outlines the training that will be given to each tutor. The training must ensure tutors have basic knowledge of tutoring and that tutors have an understanding of TN Academic Standards.
34		What variables are included in the Tennessee state reporting platform?	The state reporting platform will seek to capture student attendance and academic performance information as it relates to the tutoring program. Key fields/variables are tailored around those reporting needs (student information, attendance information, assessment information)
35		If we have the ability to integrate with the TN reporting platform, what would be the desired format? What would be included in the report?	The format for any integration should support API or flat file format. The state reporting platform will seek to capture student attendance and academic performance information as it relates to the tutoring program. Key fields/variables are tailored around those reporting needs (student information, attendance information, assessment information)
36	Section 1.1, #8	The requirement states vendors must integrate into the statewide reporting platform. What system does the State use for reporting?	The state utilizes a custom reporting platform currently to capture student data. The vendor should be able to provide custom formats or EdFi based reporting formats depending on the state needs

37	Section 3.1.1 Technical Response	What is the State's preferred response format and order for the Technical Response? Do you prefer to have the Section A, B, and C tables together as a table of contents? Or do you prefer to have, as an example, the Section A Technical Response & Evaluation Guide listed then immediately followed by the Section A requirement responses?	Section 3 of the RFP details the Response Requirement for this RFP. As long as the requirements in Section 3 are met, the manner in which the Respondent organizes and prepares a response is up to the Respondent to decide.
38	Pro Forma Contract; Section A.2 Definitions, g. Tennessee Academic Content Standards ("TN Academic Standards")	What does the State imply by "tutors must be trained in TN Academic Standards"?	Tutors must receive training based on the TN Academic Standards. The State can provide the TN Academic Standards to the vendor.
39	Pro Forma Contract; Section A.2 Definitions, h. Tennessee Accelerating Literacy and Learning Corps ("TN ALL Corps")	<p>The definition for TN ALL Corps references TN ALL Corps stakeholders "who may use content developed in this Contract." Please clarify what is meant by what kind of content the State anticipates will be developed during this contract?</p> <p>Would the state be open to excluding the notion of "content developed in this Contract" from the definition of TN ALL Corps to avoid confusion in relation to intellectual property rights?</p>	Anticipated content includes training materials and any lesson materials that are created for the purpose of tutoring students through this contract. Content developed specifically for this contract would be considered the intellectual property of the state department.

40	Pro Forma Contract; Section A.2 Definitions, i. Tutor	Please provide clarification on the definition of “tutor?” Does this mean tutors must not be current or previous teachers that were hired by the district? Also, please clarify TN ALL Corps does not plan on hiring the selected vendor’s tutors into the TN ALL Corps?	As identified in A.2.j. Tutor - someone who has been identified to teach the lessons provided through the TN ALL Corps, but who is not or was not a certified or licensed teacher in Tennessee that is hired by the school district.
41	Pro Forma Contract; Section A.3	In the Pro Forma Contract document, Section A.3 states, “The Contractor shall provide this Tutoring service to every TN ALL Corps district at no-cost for the duration of the Contract Term.” Does this mean that the State will be paying for the Tutoring service?	The State will pay for the cost of the tutoring services. Districts in TN ALL Corps will be able to access this State-provided resource at no cost to the district.
42	Pro Forma Contract; Section A.3, A.4.a, A.7.f	The agreement provides several references to availability requirements, but there is no service level agreement with usual downtime exceptions. Can TN ALL Corps provide an SLA to govern downtime exceptions?	The requested uptime for the platform is 99.95% outside of the approved/normal downtime for maintenance.
43	Section 1.1, #1 Statement of Procurement Purpose; Pro Forma Contract Section A.3 and A.4	What grades will be covered? Section A.3 in the Pro Forma Contract states grades 7-12; the majority of the references in the RFP are for grades 9-12.	This procurement will serve students in grades 9-12.

44	Pro Forma Contract Section A.4, a., A.4, d.	<p>A.4.a references states students should have access to tutors through on-demand and through the scheduling tool. Later in A.4.d, it mentions scheduling drop-in sessions. The State defines “drop-in” sessions as on-demand. By its nature, on-demand services negate the need for scheduling.</p> <p>If a vendor has capacity to provide tutoring on-demand in all subject areas, there is no need to schedule a session. Please clarify the need for scheduling? Additionally, if vendors can demonstrate 24x7 capacity for tutoring in all subjects, we recommend waiving the scheduling requirements in the RFP.</p>	<p>Students should have the ability to both schedule sessions in advance as well as to request on-demand tutoring.</p>
45	Pro Forma Contract Section A.4, b.	The requirement states all TN ALL Corps districts will have access to the tutoring services. How many students will be covered through this RFP?	Up to 206,765 students will participate in online tutoring.
46	Pro Forma Contract Section A.5.d	We conduct a number of extensive background checks on our tutors including FBI, sex offender registry, etc. Will vendors be disqualified if they do not have those which are Tennessee or TBI specific?	Please see T.C.A 49-5-413. This T.C.A. is referenced in Section A.5 of the Pro Forma Contract.

47	Pro Forma Contract Section A.7, c.	What State-required data elements will vendors need to capture?	The format for any integration should support API or flat file format. The state reporting platform will seek to capture student attendance and academic performance information as it relates to the tutoring program. Key fields/variables are tailored around those reporting needs (student information, attendance information, assessment information)
48	Pro Forma Contract Section A.7.e	The State lists multiple methods of how a vendor can ingest data. What method would the State require for this RFP?	As stated, the state could require data via flat-file secure download or API as requested by the State.
49	Pro Forma Contract Section A.8	The RFP makes reference to a separately provided Attachment B: Acceptable Use Policy. This was not provided with the originally shared RFP documents. Please provide this attachment.	Found in RFP Attachment B: https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/rfp-updates/33101-2200933101fa/Attachment%20B%20Acceptable%20Use%20Policy.pdf
50	Pro Forma Contract Section A.11	Please provide clarification regarding whether vendors are prohibited from using anonymized data for general reporting?	Student data can be reported as anonymized data; however, school and district data will need identifiers that track those data sets specifically.
51	Pro Forma Contract Section A.14 - Inspection and Acceptance and A.15	Regarding inspection, acceptance, and change orders, please clarify if it is the State's intention to only pay for services approved by the State and/or Districts? If that is the case, how will acceptable performance be measured as it relates to online tutoring services? Would the State be open to accepting the platform's functionalities ahead of the delivery of services?	Inspection and Acceptance would be based on the specific deliverable. The State would not be able to "accept" the platform's functionalities prior to the delivery of services, the platform would need to function as required on delivery.

52	Pro Forma Contract Section C. Payment Terms and Conditions, C.1 Maximum Liability	What is the maximum liability amount?	The estimated maximum liability is \$15,000,000.00
53	Pro Forma Contract Section C. Payment Terms and Conditions, C.2 Compensation Firm	Please provide clarification regarding this requirement if a vendor cannot break up pricing into the requested components?	RFP Section 3.1.2.1 states, "A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and MUST not record any other rates, amounts, or information." Any deviation from the Cost Proposal could lead to a Respondent's proposal being deemed as non-responsive.
54	Pro Forma Contract Section C. Payment Terms and Conditions, C.3 Payment Methodology, RFP Attachment 6.3	Would the State consider waiving the described payment methodology or entertaining an all-inclusive flat rate? Many vendors provide a flat rate of some sort and cannot break out individual portions of their online tutoring service into the pricing line items outlined in the current payment methodology.	Vendors must submit as required through the RFP.
55	Pro Forma Contract Section D. Mandatory Terms and Conditions, D.22 Tennessee Department of Revenue Registration	Is the vendor required to have a physical place of business in Tennessee and must the vendor be a U.S. corporation, or can it be a foreign entity registered to do business in the U.S.?	Respondents do not need to have a physical place of business in the State of Tennessee; however, they must be registered with the Tennessee Department of Revenue to conduct business in Tennessee in accordance with Section D.22 of the Pro Forma contract.

56	Pro Forma Contract Section D. Mandatory Terms and Conditions, D.10 Illegal Immigrants	We have tutors in the U.S. and Canada and follow immigration laws in both countries. That said, do all tutors providing online tutoring services to the State have to be U.S. tutors? Will lawful Canadian citizens and residents be prohibited from tutoring students online?	Lawful Canadian citizens/residents would not be considered "illegal immigrants." However, per section E.7 Confidential State Data (student data) may not be stored or provided outside of the United States.
57	Pro Forma Contract Section D. Mandatory Terms and Conditions, D.16 Patient Protection and Affordable Care Act	Would the state consider removing this provision from the contract? It is not applicable to online tutoring services.	The State declines to remove these provisions.
58	Pro Forma Contract Section D. Mandatory Terms and Conditions, D.20 HIPAA Compliance	Would the state consider removing this provision from the contract? It is not applicable to online tutoring services.	The State declines to remove these provisions.
59	Pro Forma Contract Section D. Mandatory Terms and Conditions, D.32 Insurance, c. Automobile Liability Insurance, 1)	Are all the insurance requirements mandatory? Based on our review, some are not applicable for delivering online tutoring services. For example, we provide automobile liability insurance for owned vehicles only. Since services are delivered remotely, there is no need for coverage that includes hired or leased vehicles.	Automobile Liability insurance is a mandatory coverage requirement. If the Contractor owns, leases or otherwise operates a motorized vehicle in the furtherance of its contractual duties under the terms of the contract, then the Contractor should provide proof of automobile liability insurance coverage. If, however, the Contractor does not own, lease, or otherwise operate a motorized vehicle in the furtherance of its contractual duties under the terms of the contract, then the Contractor should provide the State with a statement on its letterhead certifying to this.

60	Pro Forma Contract Section E. Special Terms and Conditions, E.2 Contractor Commitment to Diversity	This provision states that vendors must comply and make reasonable efforts to help the State exceed diversity contract requirements. If the online tutoring services are provided entirely by the vendor's own staff, how will the State hold vendors accountable to this provision?	Respondents will complete Attachment C, the Contractor's commitment to diversity, as part of their response and will provide monthly reports to the Tennessee Governor's Office of Diversity Business Enterprise as outlined in E.2.
61	Pro Forma Contract Section E. Special Terms and Conditions, E.7 Contractor Hosted Services Confidential Data, Audit, and Other Requirements, b. Minimum Requirements (2) and (3)	For SaaS-based platforms, these items are not applicable and should be removed.	The State declines to remove these provisions. Even in SaaS based platforms, vendors is still under the obligation to ensure that they are providing a secure processing environment.
62	Pro Forma Contract Section E. Special Terms and Conditions, E.7 Contractor Hosted Services Confidential Data, Audit, and Other Requirements, c. Comptroller Audit	We would take exception to this requirement in order to align with market standards such as providing for yearly audits, when requested for example. Is the State open to amending the requirements of this section?.	RFP Section 3.3.1 states that, "A response must not include alternate terms and conditions." RFP Section 3.3.2 states, "A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal." Any assumptions or exceptions to the RFP and Pro Forma Contract could lead to a Respondent's proposal being consider non-responsive and rejected.

	Requirements		
63	Section 1.3 Nondiscrimination	Please give an example(s) of “acceptable proof of nondiscrimination?”	Documentation of the contractor's commitment to nondiscrimination could include company or corporate policies, training policies, etc.
64	Section 1.3 Nondiscrimination; Pro Forma Contract Section D.9 Nondiscrimination	Please give an example of a “conspicuous place” for a fully remote company?	This would depend on several things but could include posting within the company intranet, internal employee landing pages, the same place the company places required federal notices, or other similar places the company posts public notices for their employees.
55	Section B: General Qualifications & Experience, #B.15 © Estimated Participation	Please define what is meant by “participation?”	Participation is defined as providing the goods/services as requested under the RFP and Pro Forma Contract.
66	Section B: General Qualifications & Experience, #B.17	For the reference requirement, please clarify how the State differentiates between a current and a completed project?	A completed project is one where the contract has been fulfilled by the Respondent, and the contract is one that is similar in size and scope to the services sought by the State through this RFP.
67	Section 3.1.2. Cost Proposal, #3.1.2.2; Pro Forma Contract Section B.1, Attachment 6.3 Cost Proposal & Scoring Guide	Please clarify expectations for pricing? Early in the RFP it states the maximum value is \$15 million for a 30 month contract. In other areas, it talks about a 54-month term inclusive of renewals. Should vendors price according to the initial 30-month, \$15 million term or should vendors price for	The maximum liability for the contract is \$15,000,000.00 for the 30-month contract. There is not additional funding for any renewals.

		the full 54 months?	
68	E.Special Terms and Conditions, E.3 Intellectual Property Indemnity	The provision reads as uncapped liability for IP breach. This provision should cap liability inline with other liability provisions in the Pro Forma Contract.	See D.18. In accordance with State law, the State cannot limit the liability for any Contractor's indemnity obligations for IP infringement.
69	E.Special Terms and Conditions, E.12 Federal Funding Accountability and Transparency Act (FFATA)	Do all vendors fall under the applicability of section E. 12?	All requirements, terms, and conditions of the RFP and Pro Forma contract apply to each Respondent.
70	RFP ATTACHMENT 6.3. (page 29)	It was noted in the Pre-Proposal meeting that the Cost Proposal must be submitted exactly as required - editing the document will lead to proposal rejection. How should vendors fill out the proposal if our pricing model is not offered with the same units as this form (for example, if you charge per student rather than per hour or session)?	Vendors should submit according to the RFP. Vendors may propose an alternative payment methodology in the budget narrative for negotiations.
71	RFP ATTACHMENT 6.6. PRO FORMA CONTRACT, Section A - SCOPE, Subsection A.4. ITEM B (page 38) "All TN All Corps districts shall receive access for all	Based on this statement, is the State DOE looking for an unlimited pricing model?	Vendors should submit according to the RFP. Vendors may propose an alternative payment methodology in the budget narrative for negotiations.

	students they serve in grades 9 through 12."		
72	RFP ATTACHMENT 6.3. (page 29)	How many students will be participating in the tutoring program? We will need this information to calculate monthly and yearly costs.	Up to 206,765 students will participate in online tutoring.
73	RFP ATTACHMENT 6.2. — SECTION B Item Ref B.17. (page 24)	Please clarify how many references each vendor must submit (2, 3, or 5?)	RFP Attachment 6.2 Section B.17 states there need to be at least three references from different individuals that satisfy both of these requirements: 1. Two (2) accounts Respondent currently services that are similar in size to the State; 2. and three (3) completed projects.
74	RFP ATTACHMENT 6.6. PRO FORMA CONTRACT (page 37)	Do vendors need to submit a completed Pro Forma Contract with our proposal, or will that be completed in collaboration with the state after the contract is awarded? (AKA it's there for reference)	Vendors would not need to submit a completed Pro Forma Contract with the response. See also RFP Attachment 6.1, Statement of Certifications and Assurances, specifically number 3. The Pro Forma contract defines the scope of work and the terms and conditions of the contract.
75	RFP ATTACHMENT 6.6. PRO FORMA CONTRACT, Section A - SCOPE (page 37)	Should vendors submit responses to the items in Section A Scope of Work of the Pro Forms Contract?	The questions asked in RFP Attachment 6.2 Sections B and C as well as RFP Attachment 6.3 are tied to portions of the Scope of Work detailed in Section A of the Pro Forma Contract. Provide your responses to the RFP in those areas.
76	A.5.d	Does the TBI background check require new fingerprinting to be completed by the vendor? Or can the vendor use FBI fingerprints already on file?	Please see T.C.A 49-5-413. This T.C.A. is referenced in Section A.5 of the Pro Forma Contract. The vendor is responsible for ensuring compliance.

77	A.5.d	Regarding fingerprinting for background checks, what is the process for becoming a “qualified organization”?	Please see T.C.A 49-5-413. This T.C.A. is referenced in Section A.5 of the Pro Forma Contract. The vendor is responsible for ensuring compliance.
78	Cost Proposal	Can a vendor provide "per tutoring hour" pricing?	Vendors should submit according to the RFP. Vendors may propose an alternative payment methodology in the budget narrative for negotiations.
79	Cost Proposal	Can a vendor provide "student license pricing" for unlimited tutoring per student?	Vendors should submit according to the RFP. Vendors may propose an alternative payment methodology in the budget narrative for negotiations.
80	Cost Proposal	Can you please provide an estimate for the number of students participating?	Up to 206,765 students will participate in online tutoring.
81	Cost Proposal	Can you please provide an estimate for the number of tutoring sessions per year?	There is an anticipated 3,600,000 minutes of tutoring anticipated over the course of the contract
82	Cost Proposal	Can you please provide an estimate for the average length of a tutoring session?	The vendor should propose an estimate for the average length of a tutoring session.
83	1.1.7	Can you please define "Scaffolding Reports" ?	These can also be defined as progress reports containing the material covered in the session, supports given, and any progress seen.
84	Attachment A	Does Attachment A need to be signed and included with our RFP response, or after award of a contract?	Attachment A will need to be signed by the awarded Respondent prior to the contract effective date.
85	3.3.1	This section prohibits alternate terms and conditions. That said, may we include any exceptions/deviations/additions?	No.

86	4.8.3	<p>This language states that RFP response will be accessible to the public. Does this mean that nothing can be marked confidential?</p>	Correct. The RFP will be subject to the open records act.
87		<p>The reference to 3.6M sessions - Is that amount of sessions a maximum or minimum? Over what period of time is the 3.6M sessions: 30 months or 54 months? Can there be daily/monthly caps that the vendor and Tennessee can mutually agree upon? If the students consume the daily/monthly number of sessions can they borrow from 88th or roll-over to the next month? What happens if the students consume all the sessions prior to the 30 or 54 month length of the contract?</p>	<p>The contract reference period is the 30-month contract. The vendor may propose caps, though there should not be monthly caps.</p>
88		<p>What is the size of the total student population that will be served? Is there a special subgroup of interest that will be targeted (e.g. students who have been determined to be at risk)? If yes, what is the size of this subgroup?</p>	Up to 206,765 students will participate in online tutoring.
89		<p>Does the maximum budget of \$15 million include the contract extensions or is there an additional budget for the two, twelve-month extensions?</p>	There is no additional budget.

90		<ul style="list-style-type: none"> • What is the expected cost range for a session? <ul style="list-style-type: none"> o Assuming a \$15,000,000 budget and 3,600,000 sessions, the maximum session cost would be \$4.17 per session. Is this the assumed absolute maximum session cost? o Assuming a session length of 20 minutes, the hourly session cost will be at most \$12.50. o Can the vendor assume a different price per session type (Writing, Math, ACT)? This would essentially create a blended average price per session while maintaining different per session costs. o Is there additional budget for training, reporting, and general administrative costs? 	<p>There is no additional budget for training, reporting, and general expenses. The vendor may propose session length as well as create an average price.</p>
91		<ul style="list-style-type: none"> • Is it required that all Tutors be based in the United States? <ul style="list-style-type: none"> o If International Tutors are allowed, is it required that their background checks include fingerprinting? 	<p>Per section E.7 Confidential State Data (student data) may not be stored or provided outside of the United States. Please see T.C.A 49-5-413. This T.C.A. is referenced in Section A.5 of the Pro Forma Contract.</p>
92		<p>What is the strict definition of subcontractor?</p> <p>If tutors are onboarded on a rolling basis, is it required to list them all as subcontractors per the technical response requirement B.14?</p>	<p>Subcontractor would be any person or entity providing the goods/services under the Contract that is not the respondent/contractor. If the tutors are not employees of the respondent and are independently contracted by the respondent, they would be considered subcontractors.</p>

93		<ul style="list-style-type: none"> • ACT Preparation – Can you provide additional details on the requirements for ACT preparation tutoring? <ul style="list-style-type: none"> o The assumption is that ACT tutoring involves both content tutoring (covered on the ACT) as well as ACT test-taking strategies and general knowledge of the ACT. Is this a correct assumption? o Would it be sufficient to support students in completing up to two ACT practice problems per session? o Does all the ACT tutoring have to be live or certain components can be conducted asynchronously with pre-recorded material? 	<p>ACT Tutoring is to involve content as well as test-taking strategies. ACT should be live sessions. The vendor may provide asynchronous practice after the tutoring session.</p>
94		<p>Essay writing tutoring In Spanish - Does that imply that students are writing in English but their native language is Spanish? Does it mean that the tutors need to be Spanish-speaking?</p>	<p>Yes. There needs to be an option of a Spanish-speaking tutor available.</p>
95		<ul style="list-style-type: none"> • Multi-modal deliver of tutoring - <ul style="list-style-type: none"> o Between 0 and 100%, what proportion of the session would require audio and video? o Between 0 and 100%, what proportion of the session would require at least audio? o Does text chat plus image-based tutoring for on-demand/drop-in tutoring suffice? 	<p>100 percent of tutoring sessions will require audio and/or video.</p>

96		For Scheduled tutoring, are we able to offer a fixed number of time slots for students where they can sign up on a first come first serve basis? Or is it required to meet all student scheduling requests?	Students should be able to schedule at a time convening to them as well as drop in for sessions.
97		What is the expected session duration? (i.e. 5 min, 10 min, 20 min, etc). Is there a minimum session duration and does that duration change based on the session type (drop-in vs. scheduled)?	The vendor should propose session duration
98		The ability for students to request the same tutor, is that a requirement?	No.
99		Does SOC Type 1 compliance meet the Data/Privacy requirements?	See E.7 of the Pro Forma. The appropriate SOC Type II audit for confidential data management is required if the environment containing Confidential State Data does not meet ISO 27001 or FedRAMP
100		Page 39, A.9 states that the contractor ensures accessibility according to ADA. Would a VPAT audit/report suffice as evidence that we meet this requirement?	The vendor is responsible for ensuring compliance with ADA requirements.
101		Can you provide more details on the statewide reporting system integration?	The state reporting platform will seek to capture student attendance and academic performance information as it relates to the tutoring program. Key fields/variables are tailored around those reporting needs (student information, attendance information, assessment information)

102		Can you provide additional details on the statewide single sign-on system requirement?	The state reporting platform will seek to capture student attendance and academic performance information as it relates to the tutoring program. Key fields/variables are tailored around those reporting needs (student information, attendance information, assessment information)
103		How many hours or sessions is the district hoping to secure over the course of a year?	The vendor should provide at least 3,600,000 minutes of the course of the 30-month contract.
104		What is the yearly budget for the RFP?	The maximum liability for the duration of the contract is \$15,000,000.00. This is not capped by year.
105		The RFP states that the platform should provide 24-hour access to students but we want to clarify that the access is to the scheduling of sessions rather than to immediate-access to live tutors. We are able to accommodate either request but want to be sure we understand what we are looking at.	High school students should be able to access both a scheduled cadence as well as an on-demand option.

3. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.